

Staples v. HWE, RMFS, Simmons
In the United States District Court
Northern District of Alabama
Western Division

Exhibit 4

Renaissance Man Food Services, LLC

December 30, 2017

DSM Sales and Marketing, LLC
c/o Kimberly Staples and Julie Blanchard
kyms@dsmsalesmarketing.com
julia88@mac.com

Re: Notice of Termination of Broker Agreement

This letter is official notice of termination of the Broker Agreement dated as of October 1, 2016, between Renaissance Man Food Services, LLC (RMFS) and DSM Sales and Marketing, LLC (Broker), the termination being effective thirty (30) days from the date of this letter.

In accordance with such Broker Agreement, this "AGREEMENT shall...continue in effect until terminated by either party upon thirty (30) days written notice to the other. Either party may terminate this AGREEMENT for any reason"

The Broker Agreement further provides that

(a) RMFS shall only be responsible to pay commissions to the Broker on orders accepted by RMFS prior to the notification of the termination;

(b) Upon the notification of termination of this agreement, Broker shall, at Broker's own expense, immediately return to RMFS all literature, samples, or other materials and documentation which are the property of RMFS as well as any other documentation or materials that RMFS has, at any time, provided to Broker; and

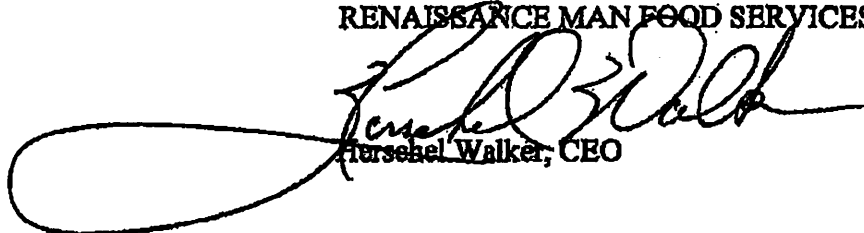
(c) Upon notification of the termination of the agreement, Broker will cease representing RMFS in any way.

We trust that all written information you have on RMFS will be immediately returned to my attention and that all other information will be held confidential.

On behalf of Renaissance Man Food Services, LLC, we thank you for your services.

Very truly yours,

RENAISSANCE MAN FOOD SERVICES, LLC



Herschel Walker, CEO

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Exhibit 5

From: Brooke Fowler <brooke.fowler@simfoods.com>
Date: January 9, 2018 at 1:42:20 PM CST
To: Kym Staples <kyms@dmsalesmarketing.com>, David Jackson
<david.jackson@simfoods.com>, Herschel Walker <c93099@aol.com>
Subject: Re: December Commission

Hi Kym,

With the recent changes, all questions and approvals will go through Herschel regarding commissions. Please direct those questions to Herschel for further clarification.

Thanks,

Brooke Fowler
Director of Financial Planning and Analysis

E brooke.fowler@simfoods.com | O 479.215.2462 | C 479.549.7518
Simmons Prepared Foods | 601 North Hlco | Siloam Springs, AR 72761 | Simmonsfoods.com

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On Tue, Jan 9, 2018 at 11:44 AM, Kym Staples <kyms@dmsalesmarketing.com> wrote:

Brooke,

I haven't recieved anything regarding December commission for DSM. I would appreciate clarity?

Thank you,

Kym Staples

DSM Sales and Marketing, LLC

kyms@dsmsalesmarketing.com

(479) 409-0175 (cell)

From: JULIE BLANCHARD <julia88@mac.com>
Date: January 14, 2018 at 10:22:49 AM CST
To: Herschel Walker <c93099@aol.com>
Cc: Kym Staples <kym@dsmsalesmarketing.com>
Subject: December Commission

Hello Herschel,

I wanted to request that you hold the final December commission check for DSM.

Kym Staples and I are 50% equal managing partners and are in dispute at this time and until these matters are resolved, I respectfully ask that RMFS hold the commission check.

Thank you, Julie


Julie Blanchard
Managing Partner
DSM | Sales and Marketing
2210 King Fisher Drive
Westlake, TX 76262
P - 404.375.6286
Julia88@mac.com

Staples0025

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Exhibit 6

Barbara Humphrey


January 4, 2018

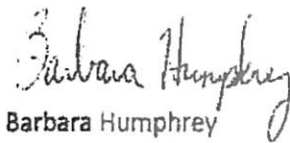
Kym Staples
Co-Owner of DSM
5712 Rice Mine Road NE
Tuscaloosa, AL 35406

Dear Kym,

It is with a heavy heart that I tender my resignation from DSM, effective immediately. The last few years have been great in helping to grow with this company. However, after the different direction that the company has decided to take, I must move on.

I am very thankful to have had the opportunity to work with such an outstanding team. I wish DSM nothing but success in the future.

Sincerely,


Barbara Humphrey

From: Kym Staples
Sent: Friday, January 5, 2018 4:33 PM
To: Barbara Humphreys (barbaraH@dsmsalesmarketing.com) <barbaraH@dsmsalesmarketing.com>
Subject: Resignation

Barbara,

Your resignation letter is accepted.

Please be advised that you are responsible for returning the DSM computer, jump drives, printed material, any food show supplies, etc.. at your own expense to us. If you need help in knowing what belongs to DSM I can look through your expense reports to see what items need to be returned.

It is my understanding you have accepted a position with RMFS. Make certain that you comply with the terms written in our Employee and Confidentiality Agreement you signed June 2, 2017. Especially take note of Section 2(d) and Section 4.

I have attached your Employee Agreement for your convenience.

Thank you,

Kym Staples

DSM Sales and Marketing, LLC
kyms@dsmsalesmarketing.com
(479) 409-0175 (cell)

From: Herschel Walker <c93099@aol.com>
Sent: Friday, January 5, 2018 6:30 PM
To: christophert@thedsmasales.net; Christopher Thurber
Cc: bw@renmanfoods.com; ElsenmanR@GTLAW.com
Subject: Employment with RMFS

Hello Christopher,

We have been informed by Kym Staples that DSM is still operational although we have no idea what operations remain ongoing. At this point because you have not moved over to RMFS by writing a letter resigning from DSM, we are unable to offer you employment with RMFS.

Regretfully we are rescinding our employment offer so that we can move on. We thank you for all the work on behalf of Renaissance Man.

Please feel free to call me if you have any questions.

Thanks, Herschel

Herschel Walker
President/CEO
Renaissance Man Food Services
22 East Montgomery Crossroads
Savannah, GA 31406

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Exhibit 7

From: Barbara Humphrey [mailto:humphreybf@yahoo.com]
Sent: Thursday, January 18, 2018 11:04 AM
To: Kym Staples <kyms@dsmsalesmarketing.com>
Cc: Blaine Walker <bw@renmanfoods.com>; Julie Blanchard <julia88@mac.com>
Subject: Renaissance Man Food Service

Kym,

This letter is responding to your letter of acceptance to my letter of resignation. Due to the unfortunate circumstances of my leaving DSM, I have taken on a new role at Renaissance Man Food Service. We have developed a new policy in place. Julie Blanchard will be your point of contact to discuss any concerns with any old or new products, materials, supplies, etc...

I wish you and your team nothing but success for the future.

Thanks,
Barbara Humphrey

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Exhibit 8

From: JULIE BLANCHARD [mailto:julia88@mac.com]
Sent: Monday, January 29, 2018 11:56 AM
To: Kym Staples <kyms@dsmsalesmarketing.com>
Cc: KingM@GTLAW.com
Subject: Re: Payroll

Kym,

As mentioned in my last email, this company should be winding down and there should be no payroll as we have no clients. You are wasting company assets and we will hold you responsible.

As mentioned in the letter from my lawyer, Mike King, DSM should only be winding up affairs.

Sincerely, Julie

On Jan 29, 2018, at 12:38 PM, Kym Staples <kyms@dsmsalesmarketing.com> wrote:

Julie,

Being that DSM is still operational and there are no agreed upon changes to the company. Payroll for myself and Christopher Thurber is scheduled to be drafted today.

Your prompt reply is needed for payroll company.

Thank you,

Kym Staples

DSM Sales and Marketing, LLC

kyms@dsmsalesmarketing.com

(479) 409-0175 (cell)

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Exhibit 9



Michael J. King
Tel 678.553.2410
kingm@gtlaw.com

January 16, 2018

BY .pdf to kyms@dsmsalesmarketing.com

Kimberly Staples
1701 Saint Andrews Drive
Tuscaloosa, AL 35406

Dear Ms. Staples:

This firm represents Julie Blanchard with respect to her membership interest in DSM Sales and Marketing, LLC ("DSM"). Ms. Blanchard hereby demands that you cease and desist from any actions to continue to operate DSM.

DSM has no operating business and no clients. Ms. Blanchard is prepared to cooperate in the immediate winding up of the affairs of DSM and the distribution of its assets to its members. To that end, Ms. Blanchard demands that you deliver copies of the financial and tax records of DSM, including its bank records from October 1, 2016, when it began operations. In the meantime, she demands that you restore her password access to DSM's bank account, copy her on all DSM related correspondence and keep her fully informed on all DSM related acts.

During the winding up period, you are prohibited from making interested party transactions or distributions (including, without limitation, payments to yourself, your husband and your daughter) without Ms. Blanchard's written agreement.

With your cooperation, the affairs of DSM can be resolved quickly and efficiently. If, however, you fail to cooperate, we will be forced to initiate legal action to obtain an accounting from you for all sums due Ms. Blanchard as a member of DSM.

Be governed accordingly.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. King", with a large, loopy flourish extending from the end.

Michael J. King

MJK:kvj

cc: Julie Blanchard
Ronald W. Eisenman, Esq.
ATL 22578921v2